

**COOPERATIVE AGREEMENT BETWEEN
CAPITAL AREA REGIONAL PLANNING COMMISSION AND
THE CITY OF MADISON FOR
WATER RESOURCE MONITORING ACTIVITIES**

CY2021-2025 RENEWAL

This agreement is by and between the City of Madison, hereinafter the "City," and the Capital Area Regional Planning Commission, hereinafter the "CARPC."

WHEREAS, the parties have an ongoing relationship to cooperate in the monitoring of the water resources within Dane County and wish to continue this cooperation in years 2021 through 2025.

NOW, THEREFORE, LET IT BE RESOLVED that the parties do mutually agree as follows:

1. Purpose. State and local municipalities in Dane County, Wisconsin, have joined together to conduct the systematic monitoring of water resources within Dane County, formally known as the Dane County Cooperative Water Resources Monitoring Program. This program is conducted by the United States Geological Society, hereinafter the "USGS," and funded by the participants, matched by USGS.
2. Term and Renewal. The term of this agreement is January 1, 2021, through December 31, 2025. Upon mutual agreement of the parties, the agreement may be renewed for successive calendar years.
3. Scope of Services. The City's participation in the program is to fund activities conducted on the Spring Harbor storm sewer. The City will have access to data collected at any of the monitoring stations within the program. Collection sites and contributions by the various participants are set forth in Attachment A, which is hereby incorporated by reference.
4. Payment. The City shall contribute a share not exceed the amounts specified in Attachment #1 to this agreement as listed under the column "Madison". This amount shall be paid upon the City's receipt of an invoice from the CARPC. Payment shall be made within thirty (30) days of the City's receipt of the CARPC's invoice.
5. Nondiscrimination. In the performance of the services under this agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, gender, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this agreement because of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs.
6. Liability. Each party shall be responsible for all injuries, claims, or losses, including attorney's fees, arising from or caused by the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

